

## TABLE OF CONTENTS

<b>REQUEST FOR QUOTATIONS .....</b>	<b>2</b>
<b>SECTION A – PRICES .....</b>	<b>3</b>
A.1.    Contract Type .....	3
A.2.    Level of Effort .....	3
A.3.    Pricing.....	3
A.4.    Minimum And Maximum Amounts .....	4
<b>SECTION B – STATEMENT OF WORK .....</b>	<b>5</b>
<b>SECTION C -INSPECTION AND ACCEPTANCE .....</b>	<b>7</b>
<b>SECTION D - DELIVERIES AND PERFORMANCE .....</b>	<b>8</b>
<b>SECTION E -CONTRACT ADMINISTRATION DATA .....</b>	<b>9</b>
<b>SECTION F - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>10</b>
<b>SECTION G - CONTRACT CLAUSES .....</b>	<b>11</b>
<b>SECTION H - LIST OF ATTACHMENTS .....</b>	<b>16</b>
EXHIBIT A - CONDITIONAL PURCHASE AGREEMENT .....	17
<b>SECTION I- INSTRUCTION ON HOW TO SUBMIT A QUOTATION .....</b>	<b>22</b>
<b>SECTION J – EVALUATION CRITERIA.....</b>	<b>25</b>
<b>SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS .....</b>	<b>26</b>

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE OF PAGES 1 / 31	
1. REQUEST NO. <b>SPM070-08-Q-0026</b>	2. DATE ISSUED <b>5/8/2008</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY <b>Debra Shea, Contracting Officer, Demetrio Basilio Lakas Street.</b>			6. DELIVER BY (Date)			
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)			
NAME <b>Teresa R. Guardia</b> <b>Fax No. (507) 207-7141</b>		TELEPHONE NUMBER AREA CODE <b>507</b> NUMBER <b>207-7309</b>				
8. TO:			9. DESTINATION			
a. NAME			b. COMPANY			
c. STREET ADDRESS			b. STREET ADDRESS <b>Clayton Bldg 783, Demetrio Basilio Lakas</b>			
d. CITY			c. CITY <b>Panama</b>			
e. STATE		f. ZIP CODE		d. STATE		e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE : <b>2:00 pm, May 19, 2008</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
001	<b>Indefinite Delivery and Indefinite Quantity for Real Estate legal services</b>  <b>*** Contingent upon the availability of funds ***</b>	1	HR			
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
					NUMBER	%
NOTE: Additional provisions and representations are not attached.						
13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY		a. NAME (Type or print)		b. TELEPHONE		
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE	
				NUMBER		

## SECTION A – PRICES

### A.1. Contract Type

The Contractor shall perform all work required in Section B for various projects required by *U.S. Embassy Panama*. This is an indefinite delivery, indefinite quantity labor-hour purchase order with fixed hourly rates. The Contracting Officer shall order work on individual properties through task orders. The hourly rates stated in this purchase order shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

### A.2. Level of Effort

- (a) The contractor shall provide the services for the one year period of the contract at the rates stated below.
- (b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.
- (c) The contractor shall furnish to the Government, when and if ordered, the services as specified in the Schedule. The Government may issue orders requiring services on multiple pieces of property. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued.
- (d) All documents are to be provided in English and Spanish, in parallel columns. Translation shall be the responsibility of the law firm.

### A.3. Pricing

The Government will issue task orders to the contractor on a firm fixed price basis. In establishing the fixed price for individual task orders, the Government will use the fixed hourly labor rates listed below.

Estimated Prices for *fifteen (15) Properties*:

CLIN #	Real Estate Legal Services	Estimated # of Hours	Hourly rate	Ceiling Price
CLIN 1	Prices to complete Statement of Work items B.1, B.2 and B.3	40		
CLIN 2	Prices to complete Statement of Work items B.4 and B.5.	75		
CLIN 3	Prices to complete Statement of Work items B.6 , B.7 and B.8	60		
CLIN 4	Prices to complete Statement of Work items B.9 , B.10 and B.11.	60		
	<b>GRAND TOTAL</b>	235		

**Payment will be based on actual number of hours provided.**

A.4. Minimum And Maximum Amounts

During this contract period, the Government shall place orders totaling a minimum of *five (5) properties*. This reflects the contract minimum for the entire period of performance, including any options. The amount of all orders shall not exceed \$100,000. This reflects the contract maximum for the entire period of performance, including any options.

## SECTION B – STATEMENT OF WORK

When issued the applicable notice to proceed, the selected attorney shall:

- B.1. Prepare a Memorandum on the local real estate practices and laws applicable to the purchase of housing properties in the *Reverted Area and the Panama Metropolitan area such as El Dorado, La Alameda, Dos Mares and Plaza Edison*, by the U. S. Government (USG), including the legal documentation process for acquiring property and how long the process normally takes.

Due date for completion and submission of Memorandum: 7 calendar days following contract with selected attorney.

- B.2. Summarize the costs that are customarily paid by each of the parties and provide details of any local currency laws that may affect the transaction.

Due date for completion and submission of report: 7 calendar days following contract with selected attorney.

- B.3. Review the Office of Overseas Buildings Operations' draft of the Conditional Purchase Agreement and recommend revisions, if necessary, to conform to local law and protect the USG's interests. Prepare a proposed revised version of the Conditional Purchase Agreement, together with a written explanation of the reasons for any changes. A copy of said Conditional Purchase Agreement is provided separately.

Due date for completion and submission of revised version and explanations: 7 calendar days following contract with selected attorney.

- B.4. Incorporate the terms negotiated by Embassy/OBO with the seller into the applicable Conditional Purchase Agreement.

Due date for completion and submission of revised version and explanations: 2 calendar days following receipt from Embassy.

- B.5. Advise and assist Embassy in applying for host country approval, if required, and waivers of stamp duties, registration taxes and other expenses to which the USG is entitled based upon the Vienna Convention on Diplomatic Relations.

- B.6. Perform and submit Pre-Purchase Certification (title search) of the property to be acquired, as outlined in Volume 15 of the U.S. Foreign Affairs Manual 432.4 (copy provided separately). Scope of Work includes, but is not limited to:

- Confirm that the seller holds or can deliver free, clear, and unencumbered title to the property.
- Confirm that the seller has all necessary governmental approvals to construct and sell the property.

- Determine that the metes and bounds of the boundary survey conform to the appropriate deed.

Due date for completion and submission of report: **14 calendar days** or less following signing of conditional purchase agreement.

- B.7. Review the applicable condominium or homeowner regulations for the property to be acquired and any restrictions or limitations to the interest of the USG in buying, owning, using, operating, modifying and selling the property.

Due date for completion and submission of report: **14 calendar days** or less following signing of Conditional Purchase Agreement.

- B.8. Perform the final title search of the property to be acquired. Scope of Work includes, but is not limited to:

- Confirm that the metes and bounds of the boundary survey still conform to the appropriate deed.
- Confirm that the seller is delivering free, clear, and unencumbered title to the property and has all necessary host government approvals to sell and transfer the property.
- Re-confirm that the applicable condominium or homeowner regulations have not been altered to restrict or limit the interest of the USG.

Due date for completion and submission of report: **14 calendar days** before Settlement/Closing Date.

- B.9. Prepare and register all documents required for the formal transfer of the purchased interests in the subject property to the USG.

Due date for completion: As necessary, but **no more than 5 business days** after receipt or signature of respective documents.

- B.10. Prepare and submit Post-Purchase Certification in accordance with Volume 15 of the Foreign Affairs Manual, Chapter 432.5 (copy provided separately).

Due date for completion: **7 calendar days** after final registration of all documents with the appropriate authorities.

- B.11. Participate in related meetings and negotiations, as needed.

- B.12. In addition to the completed Pricing Proposal, please submit by ***solicitation deadline*** the following reports or documents to the Contracting Officer:

- Brochures of the firm and its real estate practices.
- Resumés of the attorneys that will be assigned to the work
- A recent sampling of other completed housing transactions.

## **SECTION C - INSPECTION AND ACCEPTANCE**

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### **52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**

## SECTION D - DELIVERIES AND PERFORMANCE

### D.1. 52.252-2 Clauses Incorporated by Reference (Jun 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### 52.242-15 Stop-Work Order (Aug 1989)

### D.2. Period of Performance

The base contract period will *be one year from the date of award.*



## SECTION E -CONTRACT ADMINISTRATION DATA

### E.1. Contracting Officer's Representative.

DOSAR 652.242-70 Contracting Officer's Representative (COR) (Aug 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Real Estate Specialist.**

### E.2. Invoicing And Paying Instructions

(a) The Contractor shall submit the invoice in the original and three copies to the designated billing address indicated below. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

(b) The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued.

(c) Contractor shall send invoices using one of the following addresses :

Mailing address  
***Embajada Americana***  
***Apartado Postal 0816-02561***  
***Panamá 5, República de Panamá***

Delivery address:  
***Embajada Americana***  
***Ave. Demetrio Lakas #783***  
***Clayton, República de***  
***Panamá***

## **SECTION F - SPECIAL CONTRACT REQUIREMENTS**

### **F.1. Permits**

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for this contract.

### **F.2. Release of Information**

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

### **F.3. Task Orders**

Task Orders under this Purchase Order shall be issued on OF 347 and shall include, but not be limited to the following information:

- (a) Name of contractor
- (b) Purchase Order number and date
- (c) Task order number
- (d) Description of services to be performed
- (e) Estimated number of hours
- (f) Hourly rate and ceiling price
- (g) Specific property under consideration

The Contracting Officer may place orders orally, telephonically, by facsimile, or in writing. The Contracting Officer will confirm oral orders in writing within three calendar days.

## SECTION G - CONTRACT CLAUSES

### G.1. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

<u>NUMBER</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)(DEC 2007)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (APR 2006)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-17	RIGHTS IN DATA SPECIAL WORKS (JUN 1987)
52.228-4	WORKERSCOMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (AUG 2005)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.233-1	DISPUTES (JUL 2002) ALT I (DEC 1991)
52.243-3	CHANGES – TIME AND MATERIALS OR LABOR HOURS (SEP 2000)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004) (ALT IV) (SEP 1996)
52.249-14	EXCUSABLE DELAY (APR 1984)

## G.2. FAR CLAUSE IS PROVIDED IN FULL TEXT

### 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of **\$75,000.00**
  - (2) Any order for a combination of items in excess of \$100,000; or
  - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *one (1) year*.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### G.3. Department of State Acquisition Regulation (48 CFR Chapter 6) Clauses

##### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .  
(End of clause)

##### 652.216-70 ORDERING - INDEFINITE - DELIVERY CONTRACT (DEC 1994)

The Government shall use one of the following forms to issue orders under this contract:

- (a) Optional Form (OF) 347, Order for Supplies or Service; OR
- (b) Optional Form (OF) 206, Purchase Order, Receiving Report and Voucher.

##### 652.228-70 INDEMNIFICATION (JUL 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or mission of the Government, its officer, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damage, injury, or liability.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

## **SECTION H - LIST OF ATTACHMENTS**

- I. Exhibit A – OBO’s Preliminary Draft of the Sales (or Lease) Agreement
- II. Exhibit B – Reserved



## EXHIBIT A - CONDITIONAL PURCHASE AGREEMENT

This Conditional Purchase Agreement (hereinafter the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for and in consideration of the sum of One U.S. Dollar (\$1.00), receipt whereof is hereby acknowledged, by and between the United States of America, represented by \_\_\_\_\_ (name), \_\_\_\_\_ (position title) at the U. S. Embassy/Consulate in \_\_\_\_\_, \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ (name, address), ("Seller").

1. The Seller agrees to sell and the Purchaser agrees to buy, subject to these terms and conditions, the residence described in paragraph 2 below.

2. Property Description. \_\_\_\_\_  
(include street address, property type, size (net and gross square feet or meters), description of buildings, number and type of rooms, and legal description (lot, block, section, cadastral reference or registration number), as set forth in the attached site plan (hereinafter the "Property").

3. Price. The total purchase price is \_\_\_\_\_, which shall be paid by the Purchaser to the Seller [or the Sellers' solicitor or representative depending on local law and practice] on the Settlement Date, defined below, upon receipt of fee simple title to and possession of the Property. The price payable above is in United States dollars.

4. Settlement Date. Time is of the essence. The Seller and Purchaser agree to make full settlement on or before \_\_\_\_\_. If a longer period of time is required for the Purchaser to satisfy any of the conditions described below, Purchaser and Seller may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s). The Seller agrees to give Purchaser vacant possession of the Property on the Settlement Date.

5. Damage or Loss. The risk of loss of, or damage to, the Property from fire, act of God, or any other cause remains with Seller until the execution and delivery of the Title documents and/or other documents that must be exchanged for title to be transferred in **Panama** relating to the Property and the delivery of possession of the property to the Purchaser.

6. Conditions. The obligation to purchase assumed by the Purchaser by virtue of this Agreement is subject to the conditions set forth below. The Seller agrees to allow the Purchaser reasonable access to the Property to conduct inspections to satisfy these conditions.

A. Boundary Survey. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, a survey of the property performed by a professional surveyor selected by the Purchaser, confirming, in the Purchaser's sole opinion that the property is substantially in the size and shape as represented by the Seller and that there are no encroachments, easements, encumbrances or rights-of-way that inhibit, limit or affect its use.

B. Appraisals. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, two market value appraisals performed by professional(s) selected by the Purchaser that confirm that the purchase price does not exceed the fair market value of the Property.

C. Technical Assessment. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, an assessment report performed by a professional selected by the purchaser, reporting the condition of the Property, including but not limited to geotechnical survey, architectural treatment, structural elements, mechanical systems, electrical systems, presence of friable asbestos, quality of construction and upkeep of the Property confirming that the Property is suitable for occupancy by the Purchaser. In the event this purchase is for a property under construction or to-be-built, the Purchaser requires notification of completion of progressive elements in the construction process [concrete work, electrical, plumbing, roofing, etc.] to enable the selected professional to complete timely inspections of each of those elements.

D. New/Unfinished Construction. Should this Agreement relate to the purchase of a Property the construction of which has not been completed, the following provisions shall apply:

- i) The Purchaser shall be permitted to conduct the assessment referred to in C above within fourteen (14) days of written notification being received from the Seller that the construction of the Property has been completed and that the certificates of compliance and fitness for occupancy and use have been issued.
- ii) All periods mentioned in this agreement are deemed to have commenced as at the date the written notification referred to in D (i) above.
- iii) Any faults or defects caused by bad workmanship or improper materials that may be identified by any professional carrying out the assessments on behalf of the Purchaser shall be forwarded to the Seller or the Seller's representative forthwith.
- iv) The Seller shall within a period of not more than fourteen days (14) from receipt of the notice referred to in D(iii) above or any other period as may be agreed to between the parties attend to the making good of such faults or defects.
- v) Should the Seller fail to meet his obligations under this clause then the Purchaser shall be entitled to either terminate this Agreement or obtain a quote as to the cost of the making good of such faults and defects and the Price stated in Article 3 shall be reduced by such cost ("Amended Price") and Settlement shall proceed on the basis of the Amended Price.
- vi) In the event that any dispute arises due to any matter mentioned in this clause the Purchaser shall always have the right to terminate this agreement without penalty.]

E. Title Search. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, confirmation that the Seller possesses and can transfer good and marketable title to the Property, free of any restrictions or limitations.

F. Host Government Approvals. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, all authorizations, approvals, permits and confirmations which, pursuant to the laws of the host country, are necessary for the

Purchaser to obtain fee simple title to the Property on a tax-exempt basis as provided for in the Vienna Convention on Diplomatic Relations.

G. Final Departmental Approval. The U.S. Embassy in *Panama*, shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, final approval from the Department of State's Director and Chief Operating Officer of its Office of Overseas Buildings Operations to proceed with the purchase of the Property.

H. Funding. The Purchaser shall be entitled to first identify and obtain funding for the acquisition of the Property and secure internal approvals and support for the acquisition.

7. Default by Purchaser. Except as expressly provided in Sections 6, 7, 8 and 11, in the event of the failure of the Purchaser to complete this Contract, so long as Seller is not in default, all money paid by the Purchaser to the Seller shall be retained by the Seller as consideration, and all rights of the Purchaser under this Agreement shall terminate.

8. Default by Seller. In the event of the failure of the Seller to deliver vacant possession and ownership, or in the event of any default by the Seller, all money paid by the Purchaser to the Seller shall be returned by the Seller immediately upon demand or, at Purchaser's discretion, the Purchaser shall have the option to avail itself of any legal or equitable rights, including without limitation, the right of specific performance, which Purchaser may have at law or in equity.

9. Title. The Property shall be sold free of encumbrances, mortgages, restrictions, limitations or other agreements affecting the land or building(s). The Seller guarantees that on the Settlement Date there will not exist before any local authority any lien, tax, or other federal tax or charge of any kind, any preventive or executive measures (embargo, attachment, prohibition on selling and taxing), or any other measure that curtails, diminishes, or limits free disposal of the Property). The Property shall be delivered free of any form of occupancy, tenancy, lessees, borrowers, squatters or any other unlawful possessor or holder. Title is to be good and marketable subject to easements, covenants, conditions and restrictions of record, if found to be acceptable to Purchaser; otherwise this Agreement shall be voidable at the option of the Purchaser. If, during the life of this Agreement any of the matters described in this paragraph adversely affect the Property or its value, the Seller shall undertake all procedures necessary or advisable to diligently resolve the problem within sixty (60) days at its cost, failing which the Purchaser shall have the right to terminate this Agreement without penalty.

10. Discharge of Mortgages. In keeping with clause 9 (as above), should the property be subject to one or more liens or mortgages to any lending institution or individual, the Purchaser agrees to accept from the seller a discharge of such mortgage provided that such document is in registerable form. The Seller agrees to comply with any requisition that may be raised by the Land Registry office with respect to the registration of such discharge and pay the registration fee due in respect of such discharge.

11. Representations. If any representation in this contract is untrue or incomplete on and as of the Settlement Date, Seller will be in default and Purchaser may terminate this contract and avail

itself of all remedies provided in Section 8. All representations contained in this contract will survive closing.

12. Based upon the Vienna Convention on Diplomatic Relations, the Seller acknowledges that the Purchaser is exempt from the payment of all taxes. Given this, the Seller will attend to the payment of all such fees and taxes up to and including the date of settlement and should such fees and taxes be paid to a date beyond the date of settlement the Seller shall have no right to request nor will the Purchaser allow any pro rata adjustment in favor of the Seller.

13. Termination. If for any reason, the conditions listed in Article 6 have not been met to the Purchaser's satisfaction by the Settlement Date in Article 4, Purchaser shall notify Seller in writing and on the date of such notice, this Agreement shall terminate, and both parties shall be released from their respective obligations and neither shall have to pay the other any indemnification. However, as stated in Article 4, the parties may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s).

14. Expenses and Fees. All appropriate fees and any other property charges assessed to the Seller under local law shall be borne by the Seller. Fees and any other property charges assessed to the Purchaser under local law from which the Purchaser is not exempt based upon the Vienna Convention, shall be borne by the Purchaser. Purchaser's agreement to be responsible for any taxes, costs, and fees do not constitute a waiver of any exemptions Purchaser is or may be entitled to under international or local law.

15. Assignability. This Agreement may not be assigned without the written consent of the Purchaser and the Seller.

16. Covenant. The Parties to this Agreement agree that it shall be binding upon them, and their heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the aforesaid Title/Transfer/Deed document, and shall not be merged therein; that this Agreement, unless amended in writing, contains the final and entire agreement between the parties hereto and that they shall not be bound by any previous conditions, oral statements, warranties or representations not herein contained. The words "Seller" and "Purchaser" as used in the Agreement shall include the plural as well as the singular and masculine as well as the feminine.

17. This Agreement shall be governed by the laws of the country in which the Property is located.

18. Seller's Certifications. In conjunction with the execution of this Agreement, the Seller has executed the Seller's Certification, attached hereto as Exhibit B.

19. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine or Email as follows:

To Purchaser at:

To Seller at:

Telephone \_\_\_\_\_ Telephone \_\_\_\_\_  
Facsimile \_\_\_\_\_ Facsimile \_\_\_\_\_  
Email \_\_\_\_\_ Email \_\_\_\_\_

This provision does not apply to service of judicial process upon the Purchaser, which must be made through diplomatic channels or otherwise in accordance with international law.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement through their duly empowered legal representatives:

**SELLER:**

**PURCHASER:**

The United States of America

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**Notary:**

## SECTION I- INSTRUCTION ON HOW TO SUBMIT A QUOTATION

### I.1 Submission of Quotations

This solicitation is for the performance of the services described in Section B.

#### Summary of Instructions

- a. Submit the complete quotation to the address on SF 18.
- b. The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.
- c. Each quotation must consist of the following physically separate volumes:

Volume	Title	# Copies
1	Executed Standard Form 18 and Completed Section A	1
2	Management Information	2

Volume 1 shall contain complete pricing schedules as identified in Section A, including an hourly rate of professional hours, travel expenses, overhead, G&A, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.

Volume 2 shall include information demonstrating the quoter's ability to perform including:

- (a) Evidence that the quoter operates an established business with a permanent address and telephone listing;
- (b) List of clients, demonstrating prior experience in real estate transactions with relevant past performance information and references;
- (c) Any special legal training the attorney may have in real estate law.
- (d) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section G).
- (e) ***Fluent in English and knowledgeable in local real estate law.***

### I.2 Submit the complete quotation to the address set forth below:

***Embajada Americana  
Ave. Demetrio Lakas #783  
Clayton, República de Panamá***

Quotations submitted after the due date and time indicated on the SF-18 cover sheet may not be considered.

I.3 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as Yahoo, Infoseek, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.214-34 Submission of Offers in the English Language (APR 1991)  
52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)

I.4 Solicitation Provisions Incorporated By Full Text

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor-Hour purchase order resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt *the US Embassy, 783 Demetrio Lakas Street, Clayton, Panama, Republic of Panama.*
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I.5 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past *two* years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.



## SECTION J – EVALUATION CRITERIA

- J.1. Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the hourly rate given in Section A of this solicitation. Acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations
- ***Must be fluent in English and knowledgeable in local real estate law.***

- J.2. Separate Charges

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

### K.1. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(a) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(b) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701 (c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(c) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(d) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership:

\_\_\_ Corporate Entity (not tax exempt);

\_\_\_ Corporate Entity (tax exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;  
\_\_\_ Other \_\_\_\_\_

(e) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

K.2. 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

If located outside the United States, by contacting the local Dun and Bradstreet office.

- (b) The offeror should be prepared to provide the following information:
- Company legal business name.
  - Trade style, doing business, or other name by which your entity is commonly recognized.
  - Company physical street address, city, state and Zip Code.
  - Company mailing address, city, state and Zip Code (if separate from physical)
  - Company telephone number
  - Date the company was started.
  - Number of employees at your location.
  - Chief executive officer/key manager.
  - Line of business (industry)
  - Company Headquarters name and address (reporting relationship within your entity).

K.3. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **54199**.
- (2) The small business size standard is \$5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ***[offeror to insert changes, identifying change by clause number, title, date]***. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

#### K.4. Authorized Contract Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all

matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

K.5. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

- (a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

- (b) The contracting officer has determined that for performance in the country of
- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.
- (c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

- (d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)